



Larry M. Bodner, President

Mergers & Acquisitions · Business Valuations · Commercial Financing · Investment Property · Consulting

OFFER TO PURCHASE

Date ___/___/___

The buyer agrees to purchase from the Seller the business described as follows, including all equipment, fixtures, goodwill, inventory, trademarks, trade names, and other intangible assets and that business known as:

2. The purchase price of \$ _____ shall be paid as follows:
- a) \$ _____ Deposit on the date of this agreement included in down payment.
 - b) _____ Additional deposit upon acceptance by Seller included in down payment.
 - c) \$ _____ Balance of down payment due at the closing in cash or certified check.
\$ _____ Total Down Payment.
 - d) _____ Assumption of existing obligation payable as follows: \$ _____ per month (including ____% interest), evidenced by a Secured Promissory Note.
 - e) _____ Assumption of existing obligation payable as follows: \$ _____ per month (including ____% interest), evidenced by a Secured Promissory Note.
 - f) _____ Balanced to be paid to Seller pursuant to a Secured Promissory Note in said amount payable as follows:
\$ _____ or more per month (including ____% interest).
 - g) _____ Additional terms: _____
\$ _____ Total Purchase Price

- 3) The closing shall take place on or before 10 o'clock AM ☐ PM ☐ _____, _____ at the office of _____.
- 4) The full purchase price shall include inventory of \$ _____ at Sellers cost. If the actual amount is more or less, the purchase price and down payment shall be adjusted accordingly.
☐ However in no event shall the inventory exceed \$ _____.
- 5) Seller warrants that at the time physical possession is delivered to Buyer, all equipment will be in working order and that the premises will pass all inspections necessary to conduct such business.
- 6) All deposits shall be held by Broker who, at its option, may hold Buyer’s deposit check in an uncashed form until this agreement has been signed by the Seller.
- 7) This document contains the entire understanding of the parties and there are no oral agreements, understandings or representations relied upon by the parties. Any modifications must be in writing and signed by all parties.
- 8) Seller shall deliver to Buyer a valid lease or assignment of lease for a period of _____ years, at a rental of \$ _____ per month.
- 9) The following adjustments and prorations shall be made at closing, rent, securing deposits, _____, _____, _____, _____ and _____.
- 10) In case any litigation is instituted to collect any sum due Broker, the Buyer and Seller, jointly and severally, agree to pay the expenses incurred by the Broker in connection with such suit, including attorney’s fees.
- 11) If the Seller fails to accept this agreement by _____ PM _____, then the Buyer may revoke this agreement.

PURCHASER AND SELLER INDIVIDUALLY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.
THIS IS A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY. BROKER IS NOT AUTHORIZED TO GIVE LEGAL ADVICE.

PURCHASER hereby agrees to buy on the terms set forth above.	The Seller agrees to sell on the terms set forth above, and to pay Broker’s Commission of _____ of the total selling price in full at closing.
Date: _____	Date: _____
PURCHASER: _____	CORP. NAME: _____
_____	SELLER: _____
Address _____	_____
City _____	Address: _____
Telephone: _____	City _____ Zip _____

Executive Business Brokers, Inc. _____ It’s Agent Telephone: _____ Date: _____
2583 Morris Ave., Union, NJ 07083 Phone (908)851-9040 Fax (908) 851-9066
“All information is from sources deemed reliable and is submitted subject to errors, omissions, change of price, rental, prior sale and withdrawal notice.”